

## Message: RE: New Contract Invoicing and Reporting Info

## ✉ RE: New Contract Invoicing and Reporting Info

**From** Kraft, Emily  
**To** 'Megan Lengerman'  
**Cc**

 [Alternative to Abortion RFP BAFO.docx](#) (290 Kb HTML)

Hi Megan - The contract requirements are those listed in the RFP. I have attached a copy for your review. If you have any questions, please let me know.

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**From:** Megan Lengerman [mailto:megan.lengerman@nursesfornewborns.org]  
**Sent:** Friday, January 27, 2017 10:04 AM  
**To:** Kraft, Emily  
**Subject:** Re: New Contract Invoicing and Reporting Info

Hi Emily,

I have not yet seen the contract so I'm not familiar with the sections you referenced. Is the contract on the way or can you send me a blank copy just so I can familiarize myself with the new requirements?

**Thanks!**  
**Megan**

Megan Lengerman, MA  
Intake and Contracts Manager  
Nurses for Newborns  
7259 Lansdowne, Suite 100  
Saint Louis, MO 63119  
P – 314.544.3433 x321  
C – 314.604.2426  
F – 314.448.4004  
E – [megan.lengerman@nursesfornewborns.org](mailto:megan.lengerman@nursesfornewborns.org)

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**From:** "Kraft, Emily" <[Emily.Kraft@oa.mo.gov](mailto:Emily.Kraft@oa.mo.gov)>  
**Date:** Friday, January 27, 2017 at 9:50 AM  
**To:** Megan Lengerman <[megan.lengerman@nursesfornewborns.org](mailto:megan.lengerman@nursesfornewborns.org)>  
**Subject:** New Contract Invoicing and Reporting Info

Hi Megan,

Congratulations on the award of your new Alternatives to Abortion contract!

I wanted to take this opportunity to go over how the new invoicing process works, as you will no longer have the ability to generate invoices with the new Alternatives to Abortion system.

There are two forms attached to this email: the Monthly Invoice Template and the Quarterly Expenditure Form.

**Monthly Invoice Form**

The Monthly Invoice Form must be completed **at the beginning of each month** for that month (i.e. you will submit the February 2017 invoice at the beginning of February). Your award amount for the remainder of FY17 and the monthly award amount have been populated for you. The only fields you are able to modify on this form are the invoice number, date, service period, prior invoiced total, and quarterly expenditure adjustment. All the remaining fields are password protected and are only to be changed by me. February should be pretty simple, but if you have any questions on how this needs to be filled out, please let me know.

**Quarterly Expenditure Report (QER)**

The QER must be filled out at the end of each quarter (quarter ending dates are March 31, June 30, September 30, and December 31). If the QER shows that your expenditures are less than the amount paid to you for that quarter, you will enter the difference in the "Quarterly Expenditure Adjustment" field of that month's invoice (this will be a negative number, so please double check that it is). If you claim more expenditures for reimbursement than was paid to you for that quarter, you will again put the difference in the "Quarterly Expenditure Adjustment" field on the invoice (this time, it will be a positive number and will add to your "total due" field).

For example, for the months of July through September, you were paid \$75,000 total, but you only had \$67,000 in expenditures as reported on your QER. On the October invoice, you would enter -\$8,000 for the quarterly expenditure adjustment, and the total payment for that month would show \$17,000.

If you have questions as to how the Quarterly Expenditure Report needs to be filled out, **please direct those questions to Joy Benne at (573) 751-7027**. I would recommend familiarizing yourself with this form and getting your questions answered sooner rather than later.

**Case File Review Reports**

Section 2.4.3 requires that case file review reports be submitted on February 15, June 15, and October 15. As the contract is starting so close to February 15, I am not requiring you to submit a case file review report for this date. **Your first report will be due June 15**. Case file review reports can be as simple as an email or Word document describing which client files were reviewed, which case manager serves that client, any deficiencies that were found, and how you plan to correct any deficiencies that were found. Please also make it clear which month the file was reviewed and which subcontractor the case manager is from. For example:

**February Case File Reviews**

**Client:** Jessica Smith  
**Case manager:** Tina Jacobs  
**Subcontractor:** ABC Subcontractor  
**Date reviewed:** 2/10/17  
**Case file deficiencies:** Client delivered on 12/14/16, but the client's birthing outcome has not yet been entered. All other records required by 2.4.1 are present in the case file.  
**Corrective action:** Case manager has been notified of the deficiency and will be entering this data. A follow-up check will be completed by 2/28/17 to ensure the data is entered.

**Client:** Andrea Thompson  
**Case manager:** Jerri Jones  
**Subcontractor:** 123 Subcontractor  
**Date reviewed:** 2/11/17  
**Case file deficiencies:** None. All records required by 2.4.1 are present in the case file.  
**Corrective action:** N/A

#### March Case File Reviews

**Client:** Jennifer Lee  
**Case manager:** Cheryl Loeb  
**Subcontractor:** ABC Subcontractor  
**Date reviewed:** 3/5/17  
**Case file deficiencies:** Records indicate client received rental assistance for November 2016, but no receipt is present. All other records required by 2.4.1 are present in the case file.  
**Corrective action:** Case manager has been notified of the deficiency and has requested a copy of the rent check from Accounting. A follow-up check will be completed by 3/31/17 to ensure the copy is entered into the case file.

Again, if you have any questions, please let me know.

#### Emily Kraft

*Alternatives to Abortion Program Manager  
Truman Building, Room 430  
Jefferson City, MO 65102  
Phone: (573) 522-0003*

Confidentiality Notice: This communication, and any files attached, contains confidential information that may be privileged. The information is intended only for the use of the individual(s) or entity to which it is addressed. If you are not the intended recipient, any disclosure, distribution or the taking of any action in reliance upon this communication is prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by reply e-mail and destroy the original information. Thank you.

RFPS30034901700042 BAFO No. 002 Page 2

RFPS30034901700042 BAFO No. 001 Page 2

RFPS30034901700042 Addendum #2 Page

RFPS30034901700042 Addendum #1 Page

RFPS30034901700042 Page

- [\[Heading 1\]](#)
  - [\[Contract Period Revised by BAFO #...\]](#)
- [\[ \]](#)
- [\[ \]](#)
  - [\[Introduction:\]](#)
  - [\[Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on August 5, 2016, at 9:00 a.m., in Room 400 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.\]](#)
  - [\[ \]](#)
  - [\[Background Information:\]](#)
- [\[CONTRACTUAL REQUIREMENTS\]](#)
  - [\[General Requirements:\]](#)
  - [\[Eligibility Requirements:\]](#)
  - [\[General Performance Requirements: The contractor must comply with the following General Performance Requirements, unless otherwise stated herein.\]](#)
  - [\[Record Maintenance and Reporting and Evaluation Requirements: The contractor shall maintain case files for each client served; provide reports to the state agency identifying client information, services, and activities; and cooperate with the state agency in the evaluation of the effectiveness of the contractor's services and the clients' satisfaction with program services. Such evaluation may be conducted by on-site monitoring and talking with clients.\]](#)
  - [\[Implementation Requirements:\]](#)
  - [\[ \]](#)
  - [\[Record Retention/Performance Review and Audit Requirements:\]](#)
  - [\[Contract Compliance:\]](#)
  - [\[Confidentiality:\]](#)
  - [\[Contractor Qualifications:\]](#)
  - [\[Personnel Requirements:\]](#)
  - [\[Financial Requirements:\]](#)
  - [\[Other Contractual Requirements:\]](#)
  - [\[Federal Funds Requirements: The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:\]](#)
  - [\[Business Associate Provisions:\]](#)
- [\[proposal SUBMISSION INFORMATION\]](#)
  - [\[Submission of Proposals:\]](#)
  - [\[Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:\]](#)
  - [\[Evaluation and Award Process:\]](#)
  - [\[Evaluation of Cost:\]](#)
  - [\[Evaluation of Vendor's Experience and Reliability and Expertise of Personnel:\]](#)
  - [\[ \]](#)
  - [\[Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the vendor's plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.\]](#)
  - [\[Evaluation of Vendor's Minority Business Enterprise \(MBE\)/ Women Business Enterprise \(WBE\) Participation:\]](#)
  - [\[Miscellaneous Submittal Information:\]](#)
- [\[ \]](#)
- [\[PRICING PAGE\]](#)
  - [\[Alternatives to Abortion Program Services – Complete the following table for each geographic region proposed. All costs associated with providing the required services shall be included in the stated price\(s\). \(UNSPSC Code: 85101703\)\]](#)
  - [\[ \]](#)
- [\[ \]](#)
- [\[EXHIBIT A\]](#)
- [\[ \]](#)
- [\[EXHIBIT B\]](#)
  - [\[The vendor should provide the fol...\]](#)
- [\[EXHIBIT c\]](#)
- [\[ \]](#)
  - [\[EXHIBIT DCURRENT/PRIOR EXPERIENCE\]](#)
  - [\[Outside United States:\]](#)
  - [\[ \]](#)
  - [\[Employee/Conflict of Interest:\]](#)
  - [\[Registration of Business Name \(if applicable\) with the Missouri Secretary of State:\]](#)
- [\[ \]](#)

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

DIVISION OF PURCHASING (PURCHASING)

REQUEST FOR BEST AND FINAL OFFER (BAFO)

FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002 REQ NO.: NR 300 300700001

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901700042 BUYER: Julie Kleffner

TITLE: Alternatives to Abortion Program Services PHONE NO.: (573) 751-7656

ISSUE DATE: 10/18/16 E-MAIL: Julie.Kleffner@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 10/25/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail) (Courier Service)

RETURN BAFO RESPONSE TO: PURCHASING or PURCHASING

PO BOX 809 301 WEST HIGH STREET, RM 630

JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration

Commissioner's Office of Administration

State Capitol Building, Room 125

Jefferson City MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

#### SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)		
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

#### BEST AND FINAL OFFER (BAFO) #002 to RFPS30034901700042

**TITLE:** Alternatives to Abortion Program Services

**CONTRACT PERIOD:** Effective Date of Contract through June 30, 2017

RFPS30034901700042 is hereby revised as follows:

1. The following paragraphs in RFPS30034901700042 contain changes:

2.2.3

2.3.2

2.3.2 d.

2.3.2 i.

2.3.2 l. 2) second bullet point

2.4.1 e. 1)

2.4.1 e. 4) bullet point

2.5.5 a., b., and c.

2.11.4 e.

4.1.4

4.1.5

2. Exhibit F is revised.

The changes are indicated in *italics, unless the change is a deletion of words*.

**STATE OF MISSOURI**

**OFFICE OF ADMINISTRATION**

**DIVISION OF PURCHASING (PURCHASING)**

**REQUEST FOR BEST AND FINAL OFFER (BAFO)**

**FOR REQUEST FOR PROPOSAL (RFP)**

**BAFO REQUEST NO.: 001 REQ NO.: NR 300 300700001**

**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901700042 BUYER: Julie Kleffner**

**TITLE: Alternatives to Abortion Program Services PHONE NO.: (573) 751-7656**

**ISSUE DATE: 09/27/16 E-MAIL: Julie.Kleffner@oa.mo.gov**

**BAFO RESPONSE SHOULD BE RETURNED BY: October 4, 2016 AT 5:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail) (Courier Service)

**RETURN BAFO RESPONSE TO: PURCHASING or PURCHASING**

**PO BOX 809 301 WEST HIGH STREET, RM 630**

**JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517**

**CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**Office of Administration**

**Commissioner's Office of Administration**

**State Capitol Building, Room 125**

**Jefferson City MO 65101**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

**SIGNATURE REQUIRED**

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>		
<b>MAILING ADDRESS</b>			
<b>CITY, STATE, ZIP CODE</b>			
<b>CONTACT PERSON</b>		<b>EMAIL ADDRESS</b>	
<b>PHONE NUMBER</b>		<b>FAX NUMBER</b>	
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b>			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
			<b>DATE</b>

AUTHORIZED SIGNATURE	
PRINTED NAME	TITLE

**BEST AND FINAL OFFER (BAFO) #001 to RFPS30034901700042**

**TITLE:** Alternatives to Abortion Program Services

**CONTRACT PERIOD:** Effective Date of Contract through June 30, 2017

RFPS30034901700042 is hereby revised as follows:

1. The contract ending period has changed from May 31, 2017 to June 30, 2017.
2. The following paragraphs contain changes:
  - 1.3.2
  - 1.3.4
  - 2.10.8
  - 2.12.3. b.
  - 3.3.2 a. 1), including the table
2. Exhibit F, Item 15, has been revised.

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

DIVISION OF PURCHASING (PURCHASING)

REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 2 REQ NO.: NR 300 300700001

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901700042 BUYER: Julie.kleffner@oa.mo.gov

TITLE: Alternatives to Abortion Program Services PHONE NO.: (573) 751-7656

ISSUE DATE: 08/25/16 E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: August 26, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUY.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail) (Courier Service)

PURCHASING or PURCHASING

PO BOX 809 301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

**Contract Period Revised by BAFO #001**

CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration

Commissioner's Office of Administration

State Capitol Building, Room 125

Jefferson City MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must

be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

#### SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)		
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

#### ADDENDUM #2 to RFPS30034901700042

**TITLE: Alternatives to Abortion Program Services**

**Contract Period Revised by BAFO #001**

**CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017**

#### PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

- For vendors responding electronically to this solicitation, the additional item fields for Line item 8 for Geographic Region 8 in MissouriBUYS has been updated to match the format of the other line items in MissouriBUYS. The pricing page in the RFP document has not changed.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation and the addendum document(s) at <https://MissouriBUYS.mo.gov>.

Please follow these steps to conduct a comparison review of the electronic solicitation revision(s):

- Log into **MissouriBUYS**.
- Select the **Solicitations** tab.
- Select **View Current Solicitations**.
- Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
- Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
- From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
- Choose the solicitation version you desire to compare to the addendum.
- Click **Show Version Comparison** (revisions will be in yellow highlight). Click **Close** to return to the **Overview** page.

Note: The electronic solicitation revision may not include all of the revisions included in the addendum document(s); therefore, the vendor is advised to download, review, and accept the addendum document(s).

Please follow these steps to accept the addendum document(s):

- If you have not accepted the original solicitation document, go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s), then click on the box under **Select**, and then click on the **Accept** button.
- To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s), then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

- Log into **MissouriBUYS**.
- Select the **Solicitations** tab.
- Select **View Current Solicitations**.
- Select **My List**.
- Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
- Click on **Review Response** from the navigation bar.
- Click on **Retract** if your response needs to be revised.
- A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
- Click on **Respond** and revise as applicable.
- Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

DIVISION OF PURCHASING (PURCHASING)

REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 1 REQ NO.: NR 300 300700001

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901700042 BUYER: Julie.kleffner@oa.mo.gov

TITLE: Alternatives to Abortion Program Services PHONE NO.: (573) 751-7656

ISSUE DATE: 08/11/16 E-MAIL: [Julie.Kleffner@oa.mo.gov](mailto:Julie.Kleffner@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: August 26, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://MISSOURIBUYS.MO.GOV) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

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(U.S. Mail) (Courier Service)

PURCHASING or PURCHASING

PO BOX 809 301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

Contract Period Revised by BAFO #001
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CONTRACT PERIOD: Effective Date of Contract Through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration

Commissioner's Office of Administration

State Capitol Building, Room 125

Jefferson City MO 65101

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## SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE



**ADDENDUM #1 to RFPS30034901700042****TITLE:** Alternatives to Abortion Program Services**Contract Period Revised by BAFO #001****CONTRACT PERIOD:** Effective Date of Contract Through June 30, 2017**PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The preproposal conference attendance record has been added to MissouriBUYS and can be found under the Addendum Documents.
2. The return proposal date year has been correct on the first page of the RFP.
3. The following paragraphs, exhibit, and attachment contain changes:
  - 2.1.5 l.
  - 2.3.2 f. 1) and 2)
  - 2.3.2 l 2) 3rd bullet point
  - 2.11.4 a. – d.
  - 2.12.3 c. 1)
  - 3.3.2 h. and subparagraph 1)
  - 3.3.2 i.
  - 3.4.1 a. and subparagraphs 1) and 2), including the bullet points
  - 3.4.1 b.
  - Pricing Pages
  - Exhibit F
  - Attachment 6

The changes are indicated in *italics*, *unless the change is a deletion of words*.

For vendors responding electronically to this solicitation, the additional detail for all line items has been modified in the MissouriBUYS system.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation and the addendum document(s) at <https://MissouriBUYS.mo.gov>.

Please follow these steps to conduct a comparison review of the electronic solicitation revision(s):

9. Log into **MissouriBUYS**.
10. Select the **Solicitations** tab.
11. Select **View Current Solicitations**.
12. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
13. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
14. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
15. Choose the solicitation version you desire to compare to the addendum.
16. Click **Show Version Comparison** (revisions will be in yellow highlight). Click **Close** to return to the **Overview** page.

Note: The electronic solicitation revision may not include all of the revisions included in the addendum document(s); therefore, the vendor is advised to download, review, and accept the addendum document(s).

Please follow these steps to accept the addendum document(s):

3. If you have not accepted the original solicitation document, go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s), then click on the box under **Select**, and then click on the **Accept** button.
4. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s), then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

11. Log into **MissouriBUYS**.
12. Select the **Solicitations** tab.
13. Select **View Current Solicitations**.
14. Select **My List**.
15. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
16. Click on **Review Response** from the navigation bar.
17. Click on **Retract** if your response needs to be revised.
18. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
19. Click on **Respond** and revise as applicable.
20. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

DIVISION OF PURCHASING (PURCHASING)

REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901700042 REQ NO.: NR 300 30007000001

TITLE: Alternatives to Abortion Program Services BUYER: Julie Kleffner

ISSUE DATE: 07/15/16 PHONE NO.: (573) 751-7656

E-MAIL: Julie.Kleffner@oa.mo.gov

The year for the return proposal corrected by Addendum #1
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RETURN PROPOSAL NO LATER THAN: August 26, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [https://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail) (Courier Service)

RETURN PROPOSAL TO: PURCHASING or PURCHASING

PO BOX 809 301 WEST HIGH STREET, RM 630

JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

Contract Period Revised by BAFO #001
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CONTRACT PERIOD: Effective Date of Contract through June 30, 2017

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration

Commissioner's Office

State Capitol Building, Room 125

Jefferson City MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

## SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)		
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON	EMAIL ADDRESS		
PHONE NUMBER	FAX NUMBER		
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE	DATE		
PRINTED NAME	TITLE		

## Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). Any such electronic submissions must be received prior to the specified end date and time.
  - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
  - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

### End of Instructions for Submitting Solicitation Response

#### introduction and general information

##### 1. Introduction:

1. This document constitutes a request for competitive, sealed proposals for the provision of Alternatives to Abortion Program services as set forth herein.
2. RFPS30034901700042 for Alternatives to Abortion Program services for the Office of Administration, Commissioner's Office, is a rebid of RFPS30034901600477 which was issued on February 17, 2016. Significant additional funding for the Alternatives to Abortion Program services was received after RFPS30034901600477 was issued. This RFP substantially mirrors RFPS30034901600477; however, RFPS30034901700042 has been issued with some changes. RFPS30034901600477 remains a closed record and will not be available for public review until contracts are executed for the Alternatives to Abortion Program services.
3. Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
  1. Introduction and General Information
  2. Contractual Requirements
  3. Proposal Submission Information
  4. Pricing Pages
  5. Exhibits A - M
  6. Terms and Conditions
  7. Attachments 1 – 8: The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuyss.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.
2. **Pre-Proposal Conference** - A pre-proposal conference regarding this Request for Proposal will be held on August 5, 2016, at 9:00 a.m., in Room 400 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
  1. Pre-Proposal Conference Agenda - The vendor should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
  2. Pre-Proposal Conference RFP Questions – All potential vendors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
    - a. Prior Communication – Prior to the Pre-Proposal Conference, the vendor may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

- b. During the Pre-Proposal Conference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.
  - c. Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
3. Vendors are requested to advise the Division of Purchasing within five (5) working days of the scheduled pre-proposal conference of any accommodations needed.

### 3. Background Information:

1. The Alternatives to Abortion Program was established in 2007 through section 188.325 RSMo (<http://www.moga.mo.gov/mostatutes/stathtml/18800003251.html>). The program is designed to assist women in carrying their unborn child to term instead of having an abortion, and to assist women for up to a year following the birth in caring for their child, or placing their child for adoption.

#### Paragraph Revised by BAFO #001

2. The current contracts for Alternatives to Abortion Program Services expire October 31, 2016. The current contractors and the corresponding contract numbers are as follows:

Contractor Name	Contract Number
Adoption and Foster Care Coalition	C312062001
Alliance for Life – Missouri	C312062002
Catholic Charities of Southern Missouri	C312062003
Faith Maternity	C312062004
Laclede County Pregnancy Support Center	C312062005
Lighthouse	C312062006
Mother's Refuge	C312062007
Nurses for Newborns	C312062008

- a. Viewing the Contracts - A copy of each of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z12062 or any of the contract numbers shown above when searching for these documents.
  - b. State Expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contracts. Be sure to read the information provided in the links to "Site Information" and "Disclaimer". Then search by any of the contract numbers shown above when searching for the financial information.
3. Beginning in Fiscal Year 2017, the Office of Administration will be a subrecipient of the Temporary Assistance for Needy Families (TANF) block grant through the Missouri Department of Social Services. As a result, the Department of Social Services will assume the responsibility of overseeing and monitoring the Alternatives to Abortion Program services contracts through a Memorandum of Understanding (MOU) that has been initiated between the Office of Administration and the Department of Social Services.

#### Paragraph Revised by BAFO #001

- 4. Approximately \$2,866,666.67 has been appropriated for the Alternatives to Abortion program.
- 5. Although the original contract period is less than a 12-month period, it is the intent that each potential renewal period will cover a 12-month period.
- 6. Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. CONTRACTUAL REQUIREMENTS

### 1. General Requirements:

- 1. The contractor shall provide Alternatives to Abortion Program services on behalf of the Office of Administration, Commissioner's Office (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
  - a. The contractor shall provide coordinated, comprehensive Alternatives to Abortion Program services as a continuum of care based on the individual needs for women who meet the specified eligibility criteria (hereinafter referred to as clients) within the awarded geographic region. The geographic regions shall be as defined in Attachment 1. Although the contract award is based on geographic region, the contractor may provide the Alternatives to Abortion Program services for clients from outside the awarded geographic region.
    - 1. In the event of multiple contract awards, the contractor shall understand and agree that it shall solely be the client's decision regarding which Alternatives to Abortion Program contractor from which to access services; but the state agency anticipates that the client's selection of an Alternatives to Abortion Program contractor will be based in part upon geographic location.
- 2. The contractor must expend all funding on services that promote at least one (1) of the following four (4) Temporary Assistance for Needy Families (TANF) purposes established by Congress under 42 U.S.C. Section 601 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996:
  - a. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
  - b. End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
  - c. Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and

- d. Encourage the formation and maintenance of two-parent families.
- 3. The contractor shall ensure any expenditures claimed to the Alternative to Abortion program are not claimed to other federal grants to include but not limited to Domestic Violence funding, Title IV-E Foster Care, Title IV-E Adoption Assistance, Home Visitation, Child Care Block Grant, Early Head Start, and other federally reimbursed programs.
- 4. The contractor must ensure the services provided are not also provided to the client through other TANF or federally funded programs such as MWA, Child Care Assistance, etc.
- 5. For purposes of the contract, the following services have been determined TANF-allowable:
  - a. Parenting Skills Classes;
  - b. Child Care;
  - c. Housing Assistance (clients are limited to three [3] months of rent or mortgage assistance in a twelve [12] month period);
  - d. Residential care;
  - e. Emergency shelter;
  - f. Utilities (clients are limited to three [3] months of utility assistance in a twelve [12] month period);
  - g. Job Training and Placement;
  - h. Education Services;
  - i. Establishing and Promoting Responsible Paternity;
  - j. Case Management Services;
  - k. Transportation; and

**Paragraph Inserted by Addendum #1**

- l. Supplies.
- 6. The contractor must ensure all services provided respect the culture, ethnicity, and religious practices of the client. The contractor must be aware of cultural differences and the differences in norms and values and design service delivery in such a manner in order to be responsive to the needs of the client.
- 7. The contractor must be available at all times, twenty-four (24) hours a day, seven (7) days a week, in the event a client needs emergency services. The contractor must provide each client and the state agency with emergency contact information that can be used twenty-four (24) hours a day, seven (7) days a week. The contractor shall assist the client, and if determined necessary by the contractor, the contractor shall refer the client to the client's case manager.
- 8. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**2. Eligibility Requirements:**

- 1. The contractor shall only provide services for those women who meet the Alternatives to Abortion Program eligibility requirements. Therefore, when a woman seeks to obtain the contractor's Alternatives to Abortion program services, the contractor must ensure the woman meets the following eligibility requirements:
  - a. The woman must be a Missouri resident. For purposes of this document, a Missouri resident shall be defined as a person who has fixed their home/dwelling in Missouri, not for any special or temporary purpose, but with a present intention of remaining in Missouri permanently or for an indefinite period of time. (Missouri residency is defined in Sections 1.020(14), 472.010(10), and 630.005(11), RSMo.);
  - b. The woman must be at or below 185 percent of federal poverty level based on the client or family income;
    - 1. For all clients age 18 or over, or clients under age 18 who are no longer living with their parent(s), income is defined as wages and benefits earned by the client. Upon birth of the child, the father's income will be considered if he resides in the home of the child.
    - 2. For all clients under age 18 who still reside with their parents, income shall be calculated as described in Attachment 2.
  - c. The woman must be carrying an unborn child or children and chooses to carry the unborn child(ren) to term instead of having an abortion; and
  - d. The woman must not be receiving Alternative to Abortion Program services from another provider.
- 2. For the purposes of eligibility determination, the contractor may accept the following forms of identification and income documentation:
  - a. Utility bills;
  - b. Driver's licenses;
  - c. Pay stubs;
  - d. Written employer statements; and
  - e. Social Security benefits statements.

**Paragraph Inserted by BAFO #002 and subsequent paragraph renumbered accordingly**

3. *When a woman seeks to obtain the contractor's Alternatives to Abortion program services, the contractor shall require the client to provide written confirmation that the client is not receiving Alternatives to Abortion services through another contractor awarded via this RFP. The contractor shall include the written confirmation in the client's case file.*

4. Discharge:

- a. The contractor shall understand and agree that a client is no longer eligible to receive Alternatives to Abortion program services twelve (12) months post-partum and the contractor must discharge the client. Services provided to the client after the child turns one (1) year of age (the day following the child's first birthday) will not be reimbursed by the state agency.

5. The contractor must maintain documentation of eligibility for a minimum of five (5) years for each woman determined eligible.

3. **General Performance Requirements:** The contractor must comply with the following General Performance Requirements, unless otherwise stated herein.

1. The contractor must design and implement a comprehensive Alternatives to Abortion program that includes all of the following services:

- a. **Assessment Services** - The contractor must provide assessment services that include eligibility for services and identification of risk factors and services necessary to minimize the likelihood of abortion and maximize the likelihood that the pregnancy will be carried to term. The contractor's credentialed case managers shall perform the assessments, including the initial client risk and needs assessment, domestic abuse screenings, and post-partum depression screenings.
  - 1. **Initial Client Risk and Needs Assessment and Domestic Abuse Screening** – Within twenty-four (24) hours of the client's admission into the Alternative to Abortion program, the contractor's credentialed case manager must conduct an initial assessment, including a screening for domestic abuse, in order to document the risk factors and the services needed to minimize the risk of abortion and to complete the pregnancy.
  - 2. **Post-Partum Depression Screenings** - Six (6) to eight (8) weeks post-partum, the contractor must have one of the contractor's credentialed case managers conduct an assessment for post-partum depression using the Edinburgh Postnatal Depression Screening Scale (EPDS).
  - 3. The client's program eligibility must be determined upon entry into the program and again upon the birth of the child(ren).
- b. **Case Management Services** – The contractor must provide case management services that manage the identified service needs of the client in order to minimize the likelihood of abortion and improve the pregnancy outcome. Case management services may be provided by professional or non-credentialed case managers.
- c. **Prenatal Parent Education and Parenting Skills Training** - The contractor shall provide Prenatal Parent Education and Parenting Skills Training to each client, which is based on the needs of the client, as determined through the assessments and case management services required herein. Prenatal Parent Education and Parenting Skills Training services shall be provided by credentialed case managers, non-credentialed case managers, or other individuals who have adequate knowledge in the subject being taught.

1. **Content of Training:**

- **Mandatory Training Topics** - The contractor shall provide Prenatal Parent Education and Parenting Skills Training covering each of the following topics, for a minimum of thirty (30) minutes per topic:
  - Safe sleep for infants following the 2011 American Academy of Pediatrics Recommendations;
  - Breastfeeding;
  - Importance of taking folic acid in the prevention of neural tube defects;
  - Use of substances during pregnancy including alcohol, tobacco, and other drugs;
  - Importance of prenatal care;
  - Immunizations;
  - Shaken baby syndrome;
  - Car seat safety; and
  - Nutrition and healthy eating.
- Upon completion of the mandatory training topics, the contractor may provide training on other topics.
- In the event the client remains in the Alternatives to Abortion Program after delivery of the infant, the contractor must provide training on the importance of preconception care and the advantages of birth spacing as it relates to the health of the mother and infant.
  - 2. If there is a question by the state agency as to the relevancy or accuracy of the material being taught in a Prenatal Parent Education and Parenting Skills Training class, the contractor must provide the state agency with copies of the curriculum and/or training materials for state agency approval upon the state agency's request.
  - 3. The contractor's Prenatal Parent Education and Parenting Skills Training shall use evidence-based information on the subject(s) being taught.
  - 4. The contractor shall include cognitive skills, motor skills, valuing, and comforting of the infant/child in the training.
  - 5. The contractor shall provide personnel to provide the Prenatal Parent Education and Parenting Skills Training who have adequate knowledge in the topics to be taught.
- d. **Responsible Paternity Education** – The contractor shall promote parenting skills for the father of the client's infant through education, training, counseling, and support service efforts which include, but are not limited to, providing learning opportunities through interactions of the father of the client's infant and the client(s) children.
  - 1. If there is a question by the state agency as to the relevancy or accuracy of the material being taught in a Responsible Paternity Education class, the contractor must provide the state agency with copies of the curriculum and/or training materials for state agency approval upon the state agency's request.
  - 2. The contractor shall provide personnel to provide the Responsible Paternity Education who have adequate knowledge in the topics to be taught.

Paragraph Revised by BAFO #002

2. As part of the comprehensive Alternatives to Abortion program, the contractor shall evaluate the client's needs and provide the following services, *or refer the client to another provider for the following services*, when deemed appropriate for a client's optimum success. The services provided shall be in accordance with the following requirements:
- Prenatal Care – If identified as a client's need, the contractor shall ensure the client is connected with pregnancy-related health care providers. This may include assisting the client in completing enrollment for health coverage through MO HealthNet Division.
  - Medical Care – If identified as a client need, the contractor shall assist the client with finding medical care by a licensed medical provider for the client as related to the maintenance of health, and prevention or treatment of illness, injury, or pregnancy complications for the client, as such services related to the prevention of abortion. Licensed medical provider shall be defined as an individual who meets the professional and legal requirements to provide the required health care service in the State of Missouri.
  - Mental Health Care – If deemed as a client need, the contractor shall assist the client in finding appropriate mental health care counseling and treatment to assist the child with management of mental illness or condition through a licensed/certified professional in the State of Missouri.

**Paragraph Revised by BAFO #002**

- Newborn or Infant Medical Care – If identified as a client need, the contractor shall *assist the client in finding* newborn or infant medical care by a licensed medical provider as related to the maintenance of health or prevention of illness, and treatment of injury or illness for the infant in the twelve (12) months after delivery.
- Adoption Assistance – If identified as a client need, the contractor shall ensure the client is provided with accurate information related to placing an infant(s) for adoption by another individual/family which may include legal assistance with adoption.
- Child Care – If identified as a client need, the contractor shall ensure the client can obtain child care for the client's child(ren) when the parent or guardian is absent due to the client's participation in any Alternatives to Abortion Program service. The child care services may be provided by a relative that does not reside in the same home as the client and the client's child(ren), but shall not include live-in nanny services. The contractor must maintain documentation in the client's record that the client has applied for child cares services through the Department of Social Services and is awaiting determination or has been denied for child care services.

**Paragraph Inserted by Addendum #1**

- The contractor may provide child care for the client's children(s) until the determination or denial of services by the Department of Social Services.

**Paragraph Inserted by Addendum #1**

- For informational purposes, the Department of Social Services should determine eligibility for child care within fifteen (15) calendar days. After a determination of eligibility is complete, the individual who applied for services would receive a letter regarding the determination. Prior to receipt of the letter, the individual may call the Department of Social Services to check on the status of their application.
- Clothing – If identified as a client need, the contractor shall provide the client with clothing relating to pregnancy, newborn care, and parenting.
- Domestic Abuse Protection – If identified as a client need, the contractor shall ensure the client is provided with domestic abuse protection which includes any service, including transportation and assistance with obtaining an order of protection, which assures the physical and emotional safety of the client and her child(ren).

**Paragraph Revised by BAFO #002**

- Drug and Alcohol Testing and Treatment – If identified as a need, the contractor shall ensure the provision of drug and alcohol testing and *referrals for treatment*.
  - Drug and Alcohol Testing shall be defined as a proven scientific methodology to determine the level of alcohol, tobacco, and other chemical substances present in the client's body. Drug and alcohol testing may be conducted on the hair, blood, urine, or other body substances of the client and/or client's infant.
  - Drug and Alcohol Treatment shall be defined as an individualized, group, or family program, facilitated by a trained, licensed or certified professional or facility, to treat individuals or families affected by alcohol, tobacco, or other drugs.
- Educational Services – If identified as a need, the contractor shall ensure the client participates in a formal education program designed to allow the client to advance toward a high school diploma or equivalent, business, vocational or technical training, college undergraduate degree, or certificate.
  - The contractor must contact the community or government agency(ies) listed below to obtain education services for the client:
    - Department of Economic Development;
    - Department of Elementary and Secondary Education;
    - Department of Higher Education;
    - Department of Social Services;
    - Community Resources; and
    - Community Action Agencies.
  - To qualify for reimbursement, the educational services must take place while the client is an Alternatives to Abortion client. Educational costs incurred prior to acceptance into the contractor's Alternatives to Abortion program are not eligible for reimbursement. The contractor must ensure educational services are not currently being reimbursed and/or the client is not already receiving these services through another means.
- Food – If identified as a client need, the contractor shall ensure the client is provided with food relating to pregnancy, newborn care, and parenting, through the Supplemental Nutrition Program Women, Infants, and Children (WIC) and Supplemental Nutrition Assistance Program (SNAP).
- Housing – If identified as a client need, the contractor shall ensure the client has housing.
  - The contractor must contact the community or government agency(ies) listed below to obtain housing for the client:

- U.S. Department of Housing and Urban Development (HUD);
- Community Resources; and
- Community Action Agencies.

2. Any housing must ensure a safe place where the client and the client's child(ren) can stay and shall include any of the following. :

- Emergency Shelter Housing – Emergency shelter shall be defined as short-term housing and shall not exceed fifteen (15) calendar days in duration for the time period the client is enrolled in the Alternatives to Abortion Program. Emergency shelter may be provided in a motel or licensed shelter.

#### Paragraph Revised by BAFO #002

- Residential Care – Residential care shall be defined as longer term housing at a facility which also provides wrap around services to meet the client's needs. Residential care may be provided for the client from pregnancy through twelve (12) months post-partum. If the contractor provides services other than Alternatives to Abortions at their facility, the contractor must cost allocate any joint expenditures. *In the event the contractor does not directly provide residential care services or does not currently have availability to provide residential care services, the contractor shall provide the client with a residential care referral.*
- The facility(ies) providing residential care for clients under the age of 18 must be licensed by the Missouri Department of Social Services.
- The facility(ies) providing services to clients age 18 and over must be licensed through, or appropriate permits secured from, the local political subdivisions including, but not limited to, business license, fire inspection, and building inspection.
- Upon request by the state agency, the contractor shall provide the state agency with a copy of license(s) and/or inspection(s).

#### Paragraph Revised by Addendum #1

- Housing Assistance – Housing assistance shall be defined as assistance with rent, house payments, or a security deposit. Housing assistance payments are limited to three (3) months of assistance within a twelve (12) month period. The contractor shall ensure that housing assistance provided by the Alternatives to Abortion program for a client does not exceed this frequency. *Housing assistance shall not exceed \$600.00 per client, per month.*
  - m. Utilities - If the client is not in emergency housing or residential care, the contractor may assist the client with utilities (heating, cooling, water, basic phone service, trash, and electricity), if identified as a client need, only after the contractor has assisted the client in accessing the Low Income Home Energy Assistance Program (LIHEAP). Utility assistance is limited to three (3) months of assistance within a twelve (12) month period. The contractor shall ensure that utility assistance provided by the Alternatives to Abortion program for a client does not exceed this frequency. Assistance shall be coordinated with any LIHEAP assistance received.
  - n. Job Training and Placement – If identified as a client need, the contractor shall ensure the client is provided with a job training and placement program that facilitates and/or enhances the employability of the client and/or the father of the client's infant who might otherwise not qualify for help. The contractor must contact the Division of Workforce Development.
  - o. Supplies – If identified as a client need, the contractor shall ensure the client is provided with supplies relating to pregnancy, newborn care, and parenting. In addition, if the contractor's case manager determined that the client is unable to provide a safe sleep environment for the client's infant, the contractor shall ensure that the client is provided with a Pack N' Play or equivalent which meets the 2011 American Academy of Pediatric Recommendations.
  - p. Transportation – If identified as a client need, the contractor shall ensure transportation for the client and the client's child(ren) is provided in order for the client and the client's child(ren) to access program services, services related to the health of the client or the client's child, or in relation to employment and training.
  - q. Ultrasound Services – If identified as a client need, the contractor shall assist the client with accessing ultrasound services. Ultrasound services shall be defined as high frequency sound waves used in monitoring and imaging as medically necessary that are ordered by a licensed healthcare provider and delivered by a certified ultrasound technician.
  - r. Other Services – If identified as a client need, the contractor shall ensure the client is provided with other additional client services related to assisting the client in carrying the client's unborn child to term instead of having an abortion, to assisting the client in caring for the client's dependent child(ren), to placing the client's child for adoption, or to assisting the client in becoming self-sustaining. The contractor must submit a written request to the state agency utilizing Attachment 3 and receive state agency approval prior to inclusion of such. The written request must be accompanied by documentation showing an estimate of the cost of the services.
    - 1. For requests relating to the payment of vehicle insurance, loan payments, or repairs, the contractor must submit documentation that the vehicle title and/or auto loan is in the client's name.
    - 2. The contractor must certify on Attachment 3 that the vehicle is the client's main source of transportation. Payments made towards a client's auto loan are limited to \$400 per month, for a maximum period of three (3) months within a twelve (12) month period.
    - 3. For requests relating to genetic paternity testing, the contractor shall contact the Family Support Division of the Department of Social Services regarding paternity establishment services.
- 4. **Record Maintenance and Reporting and Evaluation Requirements:** The contractor shall maintain case files for each client served; provide reports to the state agency identifying client information, services, and activities; and cooperate with the state agency in the evaluation of the effectiveness of the contractor's services and the clients' satisfaction with program services. Such evaluation may be conducted by on-site monitoring and talking with clients.
  - 1. Record Maintenance: The contractor's case files shall be retained in either hard copy or electronic format, or a combination thereof. The contractor's case file documentation shall include, but is not necessarily limited to, the following:
    - a. The contractor shall record the following client demographic data in the case file of each client served.
      - 1. Name;
      - 2. Date of Birth;
      - 3. Marital status;
      - 4. Ethnic/cultural designation;
      - 5. Spoken language;



6. Educational level;
  7. Social Security Number;
  8. Medicaid number (if applicable);
  9. Number of dependents in household;
  10. Household income;
  11. Address; and
  12. Estimated date of delivery;
- b. The contractor shall include the following applicable information in the client's case file.
1. Description of services provided, including all case management;
  2. Date(s) and time(s) of service provision;
  3. Receipts for goods or services provided; and
  4. Documentation of relevant referrals and applications.
- c. If a client is determined to be in need of services provided by the MO HealthNet Division, the Supplemental Nutrition Program Women, Infants, and Children (WIC), Supplemental Nutrition Assistance Program (SNAP), DSS child care assistance, and/or the Low-Income Home Energy Assistance Program (LIHEAP), the contractor must maintain documentation in the client's record showing the client has applied for such programs or services.
- d. If the case manager refers the client for (1) the MO HealthNet Prenatal Case Management program, (2) Building Blocks of Missouri program, (3) Healthy Families Missouri Home Visiting program, or the (4) Healthy Start program, the contractor must maintain documentation in the client's record showing the client has been referred for such programs or services.
- e. The contractor shall record the following information in the state agency's electronic data system:

**Paragraph Revised by BAFO #002**

1. Client Intake Form - Within five (5) working days after completing the determination of eligibility and completion of the initial client intake assessment, the contractor must complete the Client Intake Form in the state agency's data system. *If a submitted client intake form is rejected because the client already exists in the state agency's data system, the contractor shall not provide services to the client until the status is clarified in writing by the state agency and the contractor is authorized to proceed with services.*
2. Postpartum Depression screening assessment - Within ten (10) calendar days after completion of the required Edinburgh Postnatal Depression Screening Scale assessment (EDPS), the contractor shall enter the data collected into the state agency's data system.
3. Pregnancy Outcome – Within seven (7) days of notification that the client has delivered or is no longer pregnant, the contractor shall enter the data collected into the state data system.
4. Discharge Documentation - For all clients who are no longer eligible or who have elected to discontinue Alternatives to Abortion program services, the contractor shall record the discharge in the state agency's data system within seven (7) calendar days of the client's decision to terminate program services or the client's last day of eligibility.

**Paragraph Inserted by BAFO #002**

- *In the event a client has not received services from the contractor within the past ninety (90) calendar days, the contractor shall purge the inactive clients from the state agency's data system. The contractor shall purge the client by following the discharge documentation requirements above.*

2. The contractor shall conduct monthly case file reviews by supervisory personnel in accordance with the following:
  - a. A minimum of one (1) case file must be reviewed per case worker;
  - b. Corrective action taken for incomplete findings must be documented; and
  - c. Case file reviews must be documented and retained in the case file.
3. The contractor shall submit reports as follows:
  - a. The contractor shall submit a case file review summary report reflecting the results of the monthly case file reviews to the state agency by no later than February 15<sup>th</sup>, June 15<sup>th</sup>, and October 15<sup>th</sup>.
  - b. The contractor must report the following information to the state agency by no later than the 15<sup>th</sup> of each month for the state agency to track the effectiveness of the contractor's program. The report shall include, but not be limited to, the following information:
    1. Number of clients enrolled;
    2. Number of clients engaged in job training and placement or educational services through the Alternatives to Abortion program;
    3. Number of fathers who participated in Alternatives to Abortion case management sessions, prenatal and parenting skills courses, or responsible paternity services during the time of the client's eligibility;
    4. Number of prenatal skills and parenting education classes held;
    5. Number of clients who attended prenatal skills and parenting education classes;

6. Number of case management hours provided;
  7. Number of clients who participated in case management services; and
  8. Any additional information as may be required by the state.
4. Client Satisfaction – Every June and December, the contractor must assess client satisfaction by providing each client with a Client Satisfaction Survey. A draft copy of the Client Satisfaction Survey Instructions and a draft copy of the Client Satisfaction Survey are included as Attachment 4 and Attachment 4A respectively.
    - a. The contractor shall ensure the Client Satisfaction Survey does not contain the client name or other identifying information.
    - b. The contractor shall make every effort to ensure the Client Satisfaction Survey is completed by the client and returned to the contractor in a sealed envelope provided to the client by the contractor.
    - c. The contractor must provide the state agency with each completed Client Satisfaction Survey no later than ten (10) calendar days following its completion.

#### 5. Implementation Requirements:

1. The contractor shall be fully operational by no later than fifteen (15) calendar days after state agency authorization to proceed with providing services. Fully operational shall include providing sufficient personnel to perform the services required, completion of all necessary functions, actions, set-up, etc., necessary for successful business operation, and full implementation of all required services pursuant to the requirements of this document.
2. State Agency Liaison - By no later than seven (7) calendar days after state agency authorization to proceed with services, the state agency will designate a state agency liaison. The state agency will provide the contractor with the state agency liaison name, telephone number, and e-mail address. The contractor shall follow the state agency liaison's instructions.
3. Contractor Representative - The contractor shall provide a representative to serve as the state agency contact. By no later than five (5) working days after state agency authorization to proceed with services, the contractor shall provide the state agency with the name, address, telephone number, and e-mail address of the contractor's representative servicing the contract. In the event the contractor changes the contractor's representative servicing the contract, the contractor shall provide written notification to the state agency a minimum of thirty (30) days prior to the effective date of the change.
4. Contractor Service Location - The contractor must have at least one Alternatives to Abortion Program service location physically located within the awarded geographic region which must include adequate meeting space for face-to-face appointments between a client and the contractor's personnel. The contractor may also have other satellite service locations in or out of the awarded geographic region. By no later than five (5) working days after the state agency authorization to proceed with services, the contractor must provide the state agency with a list of all service locations, including any home-offices, and must provide written notification to the state agency five (5) business days prior to the effective date of any change of a service location.
5. Computer Compatibility - The contractor must have and maintain a computer with high-speed Internet service using Internet Explorer that is fully compatible with the state agency's data system in order to enable the contractor to accurately and timely update the state agency's data system as required herein. The contractor must complete specific security forms provided by the state agency for access to the state agency data system.

#### Paragraphs Inserted by BAFO #002

- a. *The contractor shall enter and maintain all required registration activities in the state agency data system.*
- b. *The contractor shall complete all security forms provided by the state agency for access to the state agency data system.*
- c. *The state agency has the right to revoke access to the state agency data system at any time and without notice if the state agency determines that the contractor is not in compliance with the contract. The state agency may restore access at its discretion if the state agency is satisfied that the contractor is in full compliance with the contract.*

#### 6. Record Retention/Performance Review and Audit Requirements:

1. The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
  - a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees, or the Missouri State Auditor in a format acceptable to the state agency, at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later.
  - b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
  - c. The contractor shall permit the state agency, governmental auditors, and authorized representatives of the State of Missouri to audit, examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor regardless of format in which these materials are stored and maintained. Failure to retain adequate documentation for any service billed may, at the sole discretion of the state agency, result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception as provided by law. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of a judgment on behalf of the contractor.
  - d. The contractor shall retain records which relate to (1) appeals; (2) litigation of the settlement of claims arising out of performance of the contract; and (3) costs and expenses of the contract to which exception has been taken by the Administration for Children and Families or its duly authorized representative, for a period of three (3) years from the expiration date of the contract.
2. The contractor shall allow site visits by state agency personnel, or its designees, and shall make available such performance reviews, client files, and financial bookkeeping records as requested for examination. The contractor shall participate and cooperate in such site visits. The contractor shall require appropriate identification and/or documentation of authority of all persons making site visits and notify the state agency liaison when someone other than the state agency liaison or national affiliate requests access to their records.

**7. Contract Compliance:**

1. The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the state agency reserves the right to audit all records related to the contractor's performance under the contract for a period of three (3) years from the expiration date of the contract.
  - a. The contractor shall cooperate with any state agency review of records and other documentation related to the contractor's performance under the contract.
2. In the event the state agency determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the state agency shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.
  - a. The state agency shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the state agency.
  - b. Special conditions or restrictions may include, but are not limited to:
    1. Requiring the contractor to obtain additional technical assistance;
    2. Requiring additional levels of prior approval from the state agency for contract activities;
    3. Requiring additional or more detailed financial reports and/or other documentation;
    4. Additional, ongoing contract monitoring/oversight by the state agency; and/or
    5. Requiring the submission and implementation of a corrective action plan.
3. In the event the state agency requires the contractor to submit and implement a corrective action plan, the state agency shall provide written notification to the contractor, identifying the specific performance and/or other contractual requirements that are not being met and the expected corrective resolution.
  - a. The contractor shall submit a written corrective action plan to the state agency within the timeframes specified in the state agency notification.
  - b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such corrective actions, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured, and a description of the actions to be taken to prevent the situation from recurring.
  - c. The state agency will notify the contractor in writing if the corrective action plan is approved or if modifications to the corrective action plan are required.
    1. In the event the state agency requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) working days of receipt of the state agency's notification that changes are required.
  - d. The contractor shall immediately implement the state agency-approved corrective action plan upon receipt from the state agency.

**8. Confidentiality:**

1. Any information pertaining to specific individuals served under the contract, or otherwise protected from public disclosure by state and/or federal law shared by the parties as a result of the performance under the contract, shall remain confidential and only released to the public as permitted by applicable law. No reports, documentation, or material prepared as required by the contract which pertains to individually identifiable persons shall be released to the public without the prior, written consent of each party, unless otherwise required by law.
2. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be a breach of contract and subject to the cancellation provisions of the contract.
3. The contractor shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of any information confidential by law that the contractor creates, receives, maintains, or transmits on behalf of the state agency other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
4. The contractor shall agree that the use and disclosure of information on clients who are recipients of services is prohibited except as permitted under section 208.120 RSMo and other applicable state and federal law regarding confidentiality of personal information and public assistance programs.

**9. Contractor Qualifications:**

1. Pursuant to section 188.325 RSMo, the contractor must not be an organization or an affiliate of organizations, that *"perform or induce, assist in the performing or inducing of or refer for abortions"* and should be *"exempt from income taxation pursuant to the United States Internal Revenue Code"*.
2. Pursuant to section 208.067.1 (1) RSMo, the contractor should be a not-for-profit entity that promotes one or more of the four purposes established by Congress under 42 U.S.C. Section 601 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
  - a. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;

- b. End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
- c. Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and
- d. Encourage the formation and maintenance of two-parent families.

**10. Personnel Requirements:**

1. Personnel - The contractor shall provide sufficient personnel to perform the services required herein, including personnel who comply with the following minimum requirements to work directly with clients (hereinafter be referred to as case managers):
  - a. Credentialed Case Manager - If licensure or certification is required by the case manager's profession for the performance of the specific services assigned to be performed, the contractor shall provide and assign credentialed case manager(s) who must meet the applicable licensing or certification requirements of the case manager's profession in the State of Missouri. At a minimum, the contractor's credential case manager(s) must possess at least one (1) of the following qualifications:
    1. Registered Professional Nurse;
    2. Bachelor's Level Social Worker;
    3. Licensed Advanced Macro Social Worker, as defined in section 337.600 RSMo;
    4. Licensed Baccalaureate Social Worker, as defined in section 337.600 RSMo if under the direction supervision of a licensed Advanced Macro Social Worker or a licensed Master Social Worker;
    5. Licensed Master Social Worker, as defined in section 337.600 RSMo;
    6. Licensed Mental Health Professional (Licensed Clinical Social Worker and/or Licensed Professional Counselor);
    7. Case Manager with a master's degree in psychology or counseling from an accredited school; or
    8. Case Manager with a bachelor's degree in psychology, counseling, or a clinical field from an accredited school if under the direct supervision of a licensed Advanced Macro Social Worker or a licensed Master Social Worker.
  - b. Non-credentialed Case Manager – In the event that required services do not require a credentialed case manager, the contractor shall assign either a credentialed or a non-credentialed case manager to provide the service(s). The contractor's non-credentialed case manager(s) shall possess at least one (1) of the following qualifications:
    1. A minimum of 30 earned semester hours from an accredited college or university in one (1), or a combination of, the following fields:
      - Social Work/Human Services;
      - Social Welfare;
      - Psychology;
      - Sociology;
      - Elementary Education;
      - Early Childhood Education;
      - Secondary Education;
      - Special Education;
      - Counseling, Marriage and Family Therapy;
      - Family and Child Development;
      - Criminal Justice;
      - Juvenile Justice; or
      - Comparable human services related field.
    2. A high school diploma or equivalent, with two (2) years of experience providing case management services similar to those required herein; or
    3. Licensed Practical Nurse.
2. Background Security Clearance Report – The contractor, the contractor's direct service personnel, and the contractor's supervisors of personnel providing direct services must pass either a criminal record personal identifier (name-based) or a fingerprint based background security clearance search report prior to the provision of service and every two (2) years thereafter.
  - a. Information about obtaining the background security clearance reports and obtaining the required forms may be obtained from the Missouri State Highway Patrol, Criminal Justice Information Services (CJIS) Division, or via the Internet at the following address:
 

<http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>
3. Pre-Assignment Screenings – The contractor, the contractor's direct service personnel, and the contractor's supervisors of personnel providing direct services must pass the following pre-assignment screenings:

- a. Abuse/neglect report check by the Family Care Safety Registry Background Investigation;
  - b. Abuse/neglect report check from the Department of Health and Senior Services, Employment Disqualification List; and
  - c. Abuse/neglect report check from the Employee Disqualification Registry from the Department of Mental Health.
4. The contractor shall ensure that all personnel have appropriate training, education, and experience to fulfill the requirements of the assigned positions.
5. The contractor shall maintain all applicable records, as outlined above, pertaining to all personnel associated with the administration of the Alternatives to Abortion program and the delivery of services to clients.
6. Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
7. Authorized Personnel:
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
  - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
  - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
    - 2. Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
    - 3. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
  - e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**Paragraph Inserted by BAFO #001**

8. The award of a contract does not constitute agreement or represent any form of approval that the personnel identified in the contractor's awarded proposal comply with the Personnel Requirements stated herein. In the event the contractor's personnel are found not to be compliant with the Personnel Requirements, the contractor must replace any personnel with personnel that meet the Personnel Requirements.

**11. Financial Requirements:**

- 1. Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
  - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- 2. Allocations of Funding -
  - a. The contractor shall be awarded a total cost allocation. The contractor may provide services above and beyond the total cost allocation award; however, the contractor shall not receive payment for services provided above and beyond the total cost allocation award identified in the Notice of Award.
  - b. Throughout the contract period, the state agency reserves the sole right to adjust the contractor's total cost allocation due to changes in appropriations, budget restrictions, current, historic, and future estimated service usage, and other factors determined by the state agency, which may include, but not be limited to:
    - 1. Availability of funding;
    - 2. Previous billing practices of the contractor (i.e. Utilization of funding);
    - 3. Contractor performance; and
    - 4. Location or geographic region.

- c. The state agency will allocate funding for services on an annual basis and shall provide notification to the contractor of the total cost allocation amount. The amount of the annual total cost allocation shall be determined at the sole discretion of the state agency, without recourse. Such determination may include, but is not limited to, such factors as:
  - 1. Availability of funding;
  - 2. Previous billing practices of the contractor (i.e. Utilization of funding);
  - 3. Contractor performance; and
  - 4. Location or geographic region.
- d. The contractor will be notified of any revisions to the total cost allocation through a contract amendment.
- 3. TANF Quarterly Expenditure Report - The contractor (subrecipient) shall ensure that only TANF-allowable services are submitted on their quarterly expenditure report due to the state agency on the 15<sup>th</sup> day of the first month following the end of each quarter (October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup>) (refer to Attachment 5).
- 4. The contractor shall submit itemized invoices to the state agency liaison.

**Paragraph Revised by Addendum #1**

- a. By the 15<sup>th</sup> of the month, the contractor shall electronically submit an invoice for the *monthly award amount*. *The monthly award amount is the total award amount divided by the number of months in the contract award period.* The invoice form is included as Attachment 6.

**Paragraph Deleted by Addendum #1**

- b. DELETED

**Paragraph Revised by Addendum #1**

- c. The state agency will compare the quarterly expenditure report with the total dollar paid to the contractor for the same quarter. If the dollars paid are greater than the dollars reported on the quarterly expenditure report, the state agency shall reduce the next monthly invoice by the corresponding dollar amount. *If the dollars paid are less than the dollars reported on the quarterly expenditure report, the state agency shall increase the next monthly invoice by the corresponding dollar amount.*

**Paragraph Inserted by Addendum #1**

- d. *If the contractor's remaining award amount for the contract period becomes less than the monthly award amount, the state agency will reduce future invoices for the contract period.*

**Paragraph Inserted by BAFO #2**

- e. The contractor shall not be paid for referrals made that do not have a direct cost to the contractor.
- 5. The state agency reserves the right to:
  - a. audit all invoices, in a manner determined by the state agency;
  - b. reject any invoice for good cause;
  - c. make invoice corrections and/or changes with appropriate notification to the contractor; and
  - d. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 6. The state agency is not required to make payment for services billed on invoices not submitted within the timeframes required by the contract.
- 7. Notwithstanding any other payment provision of the contract, if the contractor fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 8. The state agency shall reject payment for the contractor's failure to perform or deliver the required work or services.
- 9. If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 10. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 11. If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the total amount of overpayment from the subsequent monthly invoices as requested by the state agency.
- 12. The contractor shall not utilize moneys received from the state agency under the contract to supplant local funds or subsidize services provided to other agencies, organizations or individuals.

**12. Other Contractual Requirements:**

- 1. Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
2. Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof.
3. Renewal Periods - In the event the Division of Purchasing exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period except as stated herein in regard to pricing. All prices for the renewal periods will remain the same as that specified in the Notice of Award for the original contract period unless changes to the funds for Alternatives to Abortion Program services are made by the Governor and/or the Missouri General Assembly.
- a. If the option for renewal is exercised by the Division of Purchasing, the contractor should submit a budget/price analysis of the guaranteed-not-to-exceed annual total price requested and a budget narrative.

**Paragraph Revised by BAFO #001**

- b. If additional funds beyond the \$2,866,666.67 are appropriated for the renewal period, the contractor may be given an opportunity to request an amount up to a new maximum total annual award price, based upon the additional funds, as specified in an amendment issued by the Division of Purchasing.
- c. The contractor shall understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period. If funds are reduced, the contractor will be advised of the applicable decrease for the renewal period or portion thereof. If such reductions are rejected by the contractor, the contract may be terminated and a new procurement process may be conducted or, if applicable, the State of Missouri may re-allocate the funds amount for the remaining contractors. The State of Missouri reserves the right to determine the allocation of funds.

**Paragraph Deleted by Addendum #1**

- 1. DELETED
- 4. Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
  - a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund the contract, or in the event of a change in federal or state law relevant to the contract, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.
- 5. Transition:
  - a. The contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
  - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
    - 1. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
    - 2. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
    - 3. The contractor shall not accept any new clients in behalf of the state agency nor be paid for service to any new clients by the state agency if service is implemented after the termination or cancellation date of the contract. In the event that services for a client are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the client.
    - 4. If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- The contractor must obtain specific written approval from the state agency prior to providing continuing services to any client after the termination or cancellation of the contract. The written approval must identify the specific client and contain a date for the termination of service for the client.
- The decision to allow a client to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.
- 6. Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the

contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
7. Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
8. Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
    1. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
    2. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
  - d. The contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.
9. Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
  - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
    1. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
    2. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
  - d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
10. Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and



hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

11. Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
12. Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
  - a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
  - b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
13. Confidentiality:
  - a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
  - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
14. Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.
13. **Federal Funds Requirements:** The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
  1. Subrecipient of Federal Funds:
    - a. The state agency has determined the contract is subrecipient in nature as defined in 2 CFR § 200.330. For the purposes of the contract, the contractor has been determined to be a subrecipient of federal TANF funds.
    - b. To the extents that the contract involves the use, in whole or in part, of federal funds, the contractor shall comply with the special conditions contained in Attachment 7.
    - c. The contractor shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment 7. As used in Attachment 7, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Office of Administration.
  2. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
    - a. The percentage of the total costs of the program or project which will be financed with Federal funds;
    - b. The dollar amount of Federal funds for the project or program; and
    - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
  3. The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
  4. The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
  5. The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
  6. The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
  7. Contractor Whistleblower Protections:
    - a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
    - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 8. Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
  - i. Missouri Governor’s E.O. #05-30; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

#### 14. Business Associate Provisions:

- 1. Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
  - a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
    - 1. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
    - 2. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
    - 3. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
    - 4. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
    - 5. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
    - 6. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
    - 7. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
    - 8. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
    - 9. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
    - 10. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

- 11. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- 12. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- 13. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or

methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
  - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
  - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
2. Permitted Uses and Disclosures of Protected Health Information by the Contractor:
- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
  - b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
  - c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
  - h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
3. Obligations and Activities of the Contractor:
- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
  - b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
    1. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
    2. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
    3. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
    4. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
    5. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
  - c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
  - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
  - e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
  - f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA § 17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
  - g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days

following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
  - i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
  - j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
  - k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
  - l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
    1. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
    2. The electronic address of any individual who has specified a preference of contact by electronic mail;
    3. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
    4. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
    5. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
  - m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
  - n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
  - o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
  - p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
4. Obligations of the State Agency:
- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
  - b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
  - c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
  - d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
5. Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must

notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

6. Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

### 3. proposal SUBMISSION INFORMATION

#### 1. Submission of Proposals:

1. Geographic Regions - The vendor may submit a proposal for one or more of the geographic regions identified in Attachment 1.
  - a. In the event the vendor is proposing to provide services in one or more of the geographic regions, the vendor is encouraged to submit one proposal. The vendor is encouraged to clearly organize the proposal in a manner so it is easily discernible which geographic region the information pertains to. It is not necessary to repeat information that is applicable to all proposed geographic regions; however, the vendor should clearly articulate that the information pertains to all proposed services.
2. Vendor Qualification - Pursuant to section 188.325 RSMo, the vendor must not be an organization or an affiliate of organizations, that “perform or induce, assist in the performing or inducing of or refer for abortions” and should be “exempt from income taxation pursuant to the United States Internal Revenue Code”.
  - a. The vendor should complete and return the attached Certification Regarding Compliance with Section 188.325, RSMo., Exhibit A, with the proposal. If not submitted with the proposal, such certification shall be required prior to any contract award.
  - b. The vendor should submit recent documentation from the Internal Revenue Service (IRS) indicating the vendor is exempt from income taxation pursuant to the United States Internal Revenue Code. If the documentation is not recent, the vendor should also include a copy of the vendor’s most recent Federal Tax filing of Form 990 or 990-EZ confirming the vendor is exempt from taxation.
3. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuyss.mo.gov/bidboard.html>.
  - a. The exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
  - c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
4. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing.
  - a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
  - b. The vendor should include five (5) additional copies along with their original proposal, for a total of six (6). The front cover of the original proposal should be labeled “original” and the front cover of all copies (the copy) should be labeled “copy”. In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
  - c. In addition, the vendor should provide a password protected copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The vendor should be sure to provide the password so that the State can access the documents. The vendor should ensure all media are identical to the vendor’s hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
5. Open Records - Pursuant to section 610.021, RSMo, the vendor’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing’s imaging system.
  - a. The scanned information will be available for viewing through the Internet from the Division of Purchasing’s Awarded Bid & Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
    1. The vendor should not submit any client information including, but not limited to, individual names, location addresses, department client numbers (DCNs), dates of birth, and Social Security Number (SSNs).
    2. The Division of Purchasing is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. Vendors should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.

3. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

- Vendor's entire proposal;
  - Vendor's pricing;
  - Vendor's proposed method of performance including schedule of events and deliverables;
  - Vendor's experience information including customer lists or references; and
  - Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo, Paragraph 15).
4. In the event that the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the vendor's proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
  5. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the vendor's expense.
6. Organization - To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal. The organization of the proposal is left to the discretion of the vendor; however the following order is recommended and preferred.
- a. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.
  - b. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
  - c. Each of the following sections should be titled and all material related to that category should be included therein.
    1. Vendor Qualification
- Exhibit A – Certification Regarding Compliance with Section 188.325, RSMo, regarding performing, inducing, or assisting in the performing or inducing of or referring for an abortion
  - 2. Cost
- Pricing Pages
  - 3. Vendor's Experience and Reliability and Expertise of Personnel
- Exhibit B – Vendor Information
  - Exhibit C – Certification Regarding Exemption from Income Taxation
  - Exhibit D – Current/Prior Experience
  - Exhibit E – Expertise of Key Personnel
  - 4. Proposed Method of Performance
- Exhibit F – Method of Performance
  - Exhibit G – Implementation or Readiness Plan
  - Exhibit H – Client Scenario
  - 5. Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation, Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
- Exhibit I-Participation Commitment
  - Exhibit J-Documentation of Intent to Participate
  - 6. Miscellaneous Information
- Exhibit K- Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation
  - Exhibit L-Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction
  - Exhibit M-Miscellaneous Information
  - 7. Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
    - a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
    - b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
    - c. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
2. **Competitive Negotiation of Proposals** - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
1. Negotiations may be conducted in person, in writing, or by telephone.
  2. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit

a best and final offer.

3. Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

### 3. Evaluation and Award Process:

#### 1. Evaluation -

- a. After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best proposals.

Evaluation Criteria Scoring Category	Maximum Points
Cost	80 points
Vendor's Experience and Reliability and Expertise of Personnel	60 points
Method of Performance	50 points
MBE/WBE Participation	10 points
<b>TOTAL</b>	<b>200 points</b>

- b. Separate evaluations shall be conducted by geographic region, for a total of nine (9) evaluations.
- c. After completion of the subjective and objective evaluation, the proposals shall be ranked in lowest and best order, beginning with the proposal receiving the highest combined total of subjective and objective points, including consideration of preference points.

#### 2. Award Process -

- a. Total Cost Allocation –

**Table Revised by BAFO #001**

1. The state agency anticipates a total of approximately \$2,866,666.67 to be appropriated for Alternatives to Abortion Program services across all the geographic regions for the period of the effective date of the contract through June 30, 2017. The state agency anticipates, but does not guarantee, the amount of funding to be allocated by geographic region in the following approximate percentages of the total:

**Table Revised by BAFO #001**

Geographic Region	Funding Allocation	Funding Allocation Approximate Percentage
Geographic Region 1	\$116,306.30	4.06%
Geographic Region 2	\$100,748.92	3.51%
Geographic Region 3	\$579,987.17	20.23%
Geographic Region 4	\$281,493.45	9.82%
Geographic Region 5	\$101,363.78	3.54%
Geographic Region 6	\$909,038.96	31.71%
Geographic Region 7	\$495,643.96	17.29%
Geographic Region 8	\$85,293.53	2.98%
Geographic Region 9	\$196,790.59	6.86%

2. However, the amount of funding awarded for the original contract period for one or more geographic regions may be reduced or increased based upon any funding that has been expended prior to the date of contract award, or based on other circumstances.
- b. Top-ranked Vendor, per geographic region: The top-ranked vendor per geographic region shall be awarded a contract for either the Maximum Annual Total Price, as quoted on the Pricing Page, or the maximum percentage of the funding allocation as specified in the following table, whichever is less. The percentage of the funding allocation awarded to the top ranked vendor is contingent upon the total number of responsive proposals received and considered for contract award, as specified in the following table:

Total Number of Responsive Proposals Received and Considered for Contract Award, per Geographic Region	Maximum Percentage of the Funding Allocation for the Top-Ranked Vendor, per

	<b>Geographic Region</b>
One Proposal	100%
Two Proposals	60%
Three Proposals	40%
Four Proposals	30%
Five or More Proposals	20%

c. Second-ranked Vendor, per geographic region:

1. The second-ranked vendor, per geographic region shall be awarded a contract based on the vendor's Maximum Annual Total Price and Minimum Annual Total Price, as quoted on the Pricing Page, and the maximum percentage of the funding allocation as specified in the following table. The percentage of the funding allocation awarded for the second-ranked vendor is contingent upon the total number of responsive proposals received and considered for contract award, as specified in the following table:

<b>Total Number of Responsive Proposals Received and Considered for Contract Award, per Geographic Region</b>	<b>Maximum Percentage of the Funding Allocation for the Second-ranked Vendor, per Geographic Region</b>
Two Proposals	40%
Three Proposals	30%
Four Proposals	23.3% (approximately)
Five or More Proposals	80% divided by the number of proposals received less the top-ranked proposals  (Example: Eleven responsive proposals received and considered for contract award less the top ranked proposal equals 8% [80% divided by ten (10)])

2. If there are not enough funds remaining to award the second-ranked vendor the vendor's Minimum Annual Total Price required to provide services pursuant to the available funds, the vendor shall not receive a contract award.

d. Next-ranked vendor(s), per geographic region:

1. If funds remain after the award of a contract to the top-ranked vendor and the award/non-award of a contract to the second-ranked vendor, the state shall continue awarding contracts to the next ranking vendors in the manner specified above until the available funding allocations for the geographic region is expended. The percentage of the funding allocation awarded for the next-ranked vendor is contingent upon the total number of responsive proposals received and considered for contract award, as specified in the following table:

<b>Total Number of Responsive Proposals Received and Considered for Contract Award, per Geographic Region</b>	<b>Maximum Percentage of the Funding Allocation for the Next-ranked Vendor, per Geographic Region</b>
Three Proposals	30%
Four Proposals	23.3% (approximately)
Five or More Proposals	80% divided by the number of proposals received less the top-ranked proposals  (Example: Eleven responsive proposals received and



considered for contract award less the top ranked proposal equals 8% [80% divided by ten (10)]
------------------------------------------------------------------------------------------------

- e. If funds remain after each vendor is awarded a contract as specified above, the top-ranked vendor shall be awarded a contract for the vendor's Maximum Annual Total Price, or a portion thereof, contingent upon the amount of the funding allocation remaining. If funds continue to remain after the award of the contract to the top-ranked vendor for the vendor's Maximum Annual Total Price, the state shall continue awarding contracts in the same manner to the second-ranked vendor(s), etc. until the total available funding allocation is expended.
- f. If the total available funding is not awarded, the State of Missouri shall have the right to utilize the remaining funds in a manner in the best interest of the State of Missouri. The decision regarding remaining funds rests solely with the State of Missouri.
- g. Although the State of Missouri intends to award multiple contracts in each geographic region, the State of Missouri reserves the right to not award lower ranking vendors for reasons based on the overall ranking and/or funding allocation.

#### Paragraph Revised by Addendum #1

- h. The Notice of Award will specify the awarded maximum annual total price.

#### Paragraph Deleted by Addendum #1

1. DELETED

#### Paragraph Revised by Addendum #1

- i. In the event the contract period is greater/less than a 12-month period (as identified on the Notice of Award), the vendor's awarded Maximum Annual Total Price shall be prorated to a price per month and multiplied by the number of months in the awarded contract period.

#### 4. Evaluation of Cost:

1. Pricing – The vendor must provide pricing as required on the Pricing Page.

#### Paragraph Revised by Addendum #1

- a. Objective Evaluation of Cost – *The total cost points assigned to a vendor shall be the sum of the non-residential services cost points plus the residential care services cost points.*

#### Paragraphs Inserted by Addendum #1

1. Non-Residential Services - The cost evaluation shall be based upon the price per client, per month. The maximum cost evaluation points for non-residential services shall be 55 points.

- Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

Lowest Responsive Vendor's Price	X	Maximum Cost Evaluation points	=	Assigned Cost Points
Compared Vendor's Price		(55)		

2. Residential Care Services – The cost evaluation shall be based upon the price per client, per month. The maximum cost evaluation points for residential care services shall be 25 points.

- Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

Lowest Responsive Vendor's Price	X	Maximum Cost Evaluation points	=	Assigned Cost Points
Compared Vendor's Price		(25)		

#### Paragraph Deleted by Addendum #1

- b. DELETED

#### 5. Evaluation of Vendor's Experience and Reliability and Expertise of Personnel:

1. Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization and information documenting the vendor's experience in past performances, especially those performances related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

- a. Vendor Information - The vendor should provide information about the vendor's organization on Exhibit B.

1. Pursuant to section 208.067.1 (1) RSMo, additional consideration will be given if a vendor is a not-for-profit entity that promotes one (1) or more of the four (4) purposes established by Congress under 42 U.S.C. Section 601 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. The vendor should complete and return the table referenced in item 5 of Exhibit B to indicate if the vendor is a non-for-profit entity that promotes one (1) or more of the four (4) purposes.

- Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
- End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;

- Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and
  - Encourage the formation and maintenance of two-parent families.
2. Pursuant to section 188.325 RSMo, additional consideration will be given if the vendor is an organization “*exempt from income taxation pursuant to the United States Internal Revenue Code*”. Such vendors should complete and return the attached certification regarding section 188.325, RSMo, Exhibit C, with the proposal.
- b. Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit D or in a similar manner.
    1. As part of the evaluation process, the State of Missouri may contact the vendor’s references, including references not listed or identified within the vendor’s proposal but who have current or previous experiences with the vendor.
    2. The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor’s references.
2. The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor’s organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
    - a. Personnel Expertise - The vendor should provide the information requested on Exhibit E for each key person, specifically the contract representative and credentialed case managers, proposed to provide the services required herein.
      1. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
    - b. Personnel Qualifications - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
6. **Evaluation of Method of Performance** - Proposals will be subjectively evaluated based on the vendor’s plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor’s ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
    1. Description of Proposed Services – Exhibit F is provided for the vendor’s use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how the vendor proposes to perform or comply with the requirement and otherwise detailing the vendor’s understanding and ability to successfully perform the requirement. When responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor’s plans for performing or meeting the requirement.
    2. Implementation or Readiness Plan - The vendor should complete Exhibit G, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the date of state agency authorization to proceed with services to the day services are fully operational. The vendor should present the information as calendar days following the date of state agency authorization to proceed with services and not actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used. If the vendor is already providing the services, the vendor should provide a statement of readiness.
    3. Client Scenario - The vendor’s proposal will be evaluated based on the vendor’s distinctive plan for accomplishing the requirements of the RFP for the scenario presented in Exhibit H. Therefore, the vendor should present a description of the vendor’s methodology and submit any and all information necessary to demonstrate the vendor’s qualifications, capabilities, resources, etc., to perform the requirements of the RFP in accomplishing the scenario outlined on Exhibit H. The vendor should provide a total price with a price analysis for the client services identified in the narrative.
      - a. The vendor is advised that all information contained in the scenario narrative and the total price analysis will be utilized in the evaluation of the vendor’s proposal, including all evaluation criteria specified herein.
      - b. The vendor is further advised that although the amount of information presented in the scenario is limited, the vendor should use every effort to prepare a response to the scenario which demonstrates the vendor’s capabilities, methodology, and cost for providing client services.
      - c. The vendor is advised that the prices of the individual components included in the total price on Exhibit H may be compared with the prices stated on the Pricing Pages. The assigned tasks of personnel described in the narrative may be compared with the qualifications of the proposed personnel and utilized in the evaluation in any manner deemed necessary by the State of Missouri.
7. **Evaluation of Vendor’s Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**
    1. In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
      - a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
      - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
      - c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
    2. The vendor’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
      - a. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

- b. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3. MBE/WBE Participation evaluation points shall be assigned using the following formula:

Vendor's Proposed MBE % $\leq$ 10% + WBE % $\leq$ 5%	X	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
State's Target MBE % (10) + WBE % (5)				

- 4. If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.
  - a. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit I, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
  - b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit J, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit J, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- 5. Commitment – If the vendor's proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit I, Participation Commitment, shall be interpreted as a contractual requirement.
- 6. Definition -- Qualified MBE/WBE:
  - a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
  - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
  - c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 7. Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)

Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

Web site: <http://oao.mo.gov>

#### 8. Miscellaneous Submittal Information:

- 1. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
  - a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
    - 1. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
    - 2. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
    - 3. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
      - Participation Commitment - The vendor must complete Exhibit I, Participation Commitment, by identifying the organization for the blind or

sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit J, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

**NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit J, Documentation of Intent to Participate Form or provide a recently dated letter of intent.**

- b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- d. Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit I, Participation Commitment, shall be interpreted as a contractual requirement.

2. Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1. The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
2. The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
3. In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:

- Participation Commitment - The vendor must complete Exhibit I, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit J, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a. If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit J, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b. If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.

<http://content.ia.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit I, Participation Commitment, shall be interpreted as a contractual requirement.

- c. Definition - Qualified SDVE:

1. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
2. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

3. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  4. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  5. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
3. Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit K must be submitted prior to an award of a contract.
  4. Debarment Certification - The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit L with the proposal. This document must be satisfactorily completed prior to award of the contract.
  5. The vendor should complete and submit Exhibit M, Miscellaneous Information.
  6. Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
    - a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
    - b. Certificate of authority to transact business/certificate of good standing (if applicable)
    - c. Taxes (e.g., city/county/state/federal)
    - d. State and local certifications (e.g., professions/occupations/activities)
    - e. Licenses and permits (e.g., city/county license, sales permits)
    - f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

#### Pricing Page Revised by Addendum #1

#### 4. PRICING PAGE

1. **Alternatives to Abortion Program Services** - Complete the following table for each geographic region proposed. All costs associated with providing the required services shall be included in the stated price(s). (*UNSPSC Code: 85101703*)

#### Paragraph Revised by Addendum #1

1. Maximum Annual Total Price - The vendor shall provide a maximum annual total price (price to provide services for twelve [12] months) for the provision of the Alternatives to Abortion Program Services in accordance with the provisions and requirements of this RFP.

#### Paragraph Revised by Addendum #1

2. Minimum Annual Total Price Required to Provide Services- The vendor should state the minimum annual total price required to provide services and for which the vendor must be awarded in order to accept an award. In the event a minimum is not specified, it shall be assumed a minimum does not apply.

#### Paragraph Deleted by Addendum #1

3. DELETED

#### Paragraph Revised by BAFO #002

#### Paragraph Inserted by Addendum #1 and subsequent paragraphs renumbered accordingly

4. Non-Residential Services, Price Per Client Per Month - The vendor shall provide a price per client, per month for providing all services to clients in a non-residential setting, including assistance provided for emergency shelter housing/housing in accordance with the provisions and requirements herein. **NOTE:** *In the event the vendor will provide the client with a non-residential care referral, the vendor is still required to submit a price per client, per month.*

#### Paragraph Revised by BAFO #002

#### Paragraph Inserted by Addendum #1

5. Residential Care Services, Price Per Client, Per Month - The vendor shall provide a price per client, per month for providing all services within a residential care setting in accordance with the provisions and requirements herein. **NOTE:** *In the event the vendor will provide the client with a residential care referral, the vendor is still required to submit a price per client, per month.*

6. The vendor should review the Award Process (section 3.3.2 of the RFP) herein for further information regarding awards.
7. When calculating prices to propose, the vendor should be aware of the possibility that the state agency may not receive any additional appropriated funds during the life of the contract (potential original contract period plus three (3) one year renewals). If the state agency is allocated additional funds, there may be an opportunity for an increase to the total annual award price; refer to the Renewal Periods requirements, paragraph 2.12.3, herein.

**PRICING PAGE, continued**

Pricing Table Revised by Addendum #1					
Line Item	Geographic Region	Original Contract Period  Maximum Annual Total Price (based upon a 12-month period)	Minimum Annual Total Price Required to Provide Services (based upon a 12-month period)	Non-Residential Services, Price Per Client, Per Month	Residential Care Services, Price Per Client, Per Month
1	1	\$ _____	\$ _____	\$ _____	\$ _____
2	2	\$ _____	\$ _____	\$ _____	\$ _____
3	3	\$ _____	\$ _____	\$ _____	\$ _____
4	4	\$ _____	\$ _____	\$ _____	\$ _____
5	5	\$ _____	\$ _____	\$ _____	\$ _____
6	6	\$ _____	\$ _____	\$ _____	\$ _____
7	7	\$ _____	\$ _____	\$ _____	\$ _____
8	8	\$ _____	\$ _____	\$ _____	\$ _____
9	9	\$ _____	\$ _____	\$ _____	\$ _____

**EXHIBIT A**

**CERTIFICATION REGARDING COMPLIANCE WITH SECTION 188.325, RSMO**

*Regarding performing, inducing, or assisting in the performing or inducing of or referring for abortions*

The vendor certifies, by submission of the proposal and by signing below, that the vendor is not an organization, or an affiliate of organizations, that "perform or induce, assist in the performing or inducing of or refer for abortions".

Name and Title of Authorized Representative	
Signature	Date

**EXHIBIT B**

**VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:

1. Provide a brief company history, including the founding date and number of years in business as currently constituted.
2. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
3. Provide a list of and a short summary of information regarding the vendor's current contracts for similar services.
4. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.
5. In the table below, indicate if the vendor is a not-for-profit entity that promotes one or more of the following four (4) purposes established by Congress under 42 U.S.C. Section 601 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. If a not-for-profit entity, describe past experience relative to the four (4) purposes.

Not-for-profit entity that promotes one or more of the following (4) purposes:		YES	NO
Purposes			
Identify specific information about experience:		Clearly identify and describe the experience	
Providing assistance to needy families so that children may be cared for in their own homes or in the homes of relatives			

Ending the dependence of needy parents on government benefits by promoting job preparation, work, and marriage	
Preventing and reducing the incidence of out-of-wedlock pregnancies and establishing annual numerical goals for preventing and reducing the incidence of these pregnancies	
Encouraging the formation and maintenance of two-parent families	

6. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

7. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

#### **EXHIBIT c**

##### **CERTIFICATION REGARDING EXEMPTION FROM INCOME TAXATION**

The vendor certifies, by submission of the proposal and by signing below, that the vendor is "exempt from income taxation pursuant to the United States Internal Revenue Code".

Name and Title of Authorized Representative	
Signature	Date

#### **EXHIBIT D**

##### **CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
(if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as:	
<ul style="list-style-type: none"> <li>Number of Individuals Being Served</li> <li>Total Annual Value/Volume</li> </ul>	
Size of Service/Contract (in terms of vendor's total amount of business)	
Description of Services Performed, such as:	
<ul style="list-style-type: none"> <li>Population Served</li> <li>Type of Services Performed</li> <li>Geographic Area Served</li> <li>Vendor's specific duties and strategic objective</li> </ul>	
Personnel Assigned to Service/Contract (include position title):	

#### **EXHIBIT E**

##### **EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed. Identify the geographic region(s) the proposed key personnel will provide service in.)

<b>Title of Position: Contract Representative</b>	
<b>Geographic Region(s):</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university,	

major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
<ul style="list-style-type: none"> <li>• Early childhood development</li> </ul>	
<ul style="list-style-type: none"> <li>• Family/marital counseling</li> </ul>	
<ul style="list-style-type: none"> <li>• Social work</li> </ul>	
<ul style="list-style-type: none"> <li>• Case management</li> </ul>	
<ul style="list-style-type: none"> <li>• Program administration</li> </ul>	

**EXHIBIT E, continued**

<b>Title of Position: Credentialed Case Manager</b>	
<b>Geographic Region(s):</b>	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
<ul style="list-style-type: none"> <li>• Early childhood development</li> </ul>	
<ul style="list-style-type: none"> <li>• Family/marital counseling</li> </ul>	
<ul style="list-style-type: none"> <li>• Social work</li> </ul>	
<ul style="list-style-type: none"> <li>• Case management</li> </ul>	
<ul style="list-style-type: none"> <li>• Program administration</li> </ul>	

<b>Exhibit Revised by Addendum #1 and BAFO #002</b>
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**EXHIBIT F****METHOD OF PERFORMANCE**

The vendor should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the vendor should specifically address each of the following issues:

**1. For each geographic region proposed, identify the service location as well as any satellite locations. Describe the geographic proximity of the services being proposed to the majority of clients to be served. Describe how women initially access services and locate the service location/satellite location.**

<b>GEOGRAPHIC REGION</b> ____	
<i>(Identify the geographic region. If proposing multiple geographic regions, copy and complete this table for each geographic region proposed.)</i>	
<b>Identify the service location:</b>	
<b>Identify the satellite location(s)</b>	
<b>Describe the geographic proximity of the services being proposed to the majority of the clients served.</b>	



Describe how women initially access service and locate the service location/satellite location.

2. For each geographic region proposed, describe the demographic profile of the at-risk population to be served. Describe outreach strategies for reaching the targeted at-risk population(s), including strategies for addressing the cultural diversity of targeted clients

<b>GEOGRAPHIC REGION __</b>  <i>(Identify the geographic region. If proposing multiple geographic regions, copy and complete this table for each geographic region proposed.)</i>
Describe the demographic profile of the at-risk population to be served.
Describe outreach strategies for reaching the targeted population.

3. For each geographic region proposed, describe the marketing of services.

Item Revised by Addendum #1

4. For each geographic region proposed, identify the site where the Initial Client Intake Assessment will be conducted. Describe how client eligibility will be determined.

<b>GEOGRAPHIC REGION __</b>  <i>(Identify the geographic region. If proposing multiple geographic regions, copy and complete this table for each geographic region proposed.)</i>
Identify the site where the Initial Client Intake Assessment will be conducted:
Describe how client eligibility will be determined.

5. For each geographic region proposed, provide a detailed description of the case management process. Identify the hours of service, including emergency coverage outside of business hours and weekends.

Item Revised by Addendum #1

6. For each geographic region proposed, provide a preliminary list and description of all prenatal and parenting education courses provided by your organization. Indicate the source of the course material taught in each class and identify where each of the required educational components identified in paragraph 2.3.1 c. of the RFP are covered.

Paragraph Revised by BAFO #002

7. For each geographic region proposed, describe each of the services specified in section 2.3.2 of the RFP. Explain the service delivery system including any referral network and referral plan for any services the vendor will not provide directly or through a subcontractor. Describe the cultural competency of providers.

8. For each geographic region proposed, describe how your proposed program will provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

9. For each geographic region proposed, describe how your proposed program will help to end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage.

10. For each geographic region proposed, describe how your proposed program will reduce the incidence of future out-of-wedlock pregnancies. Include your program's annual numerical goals for preventing and reducing the incidence of these pregnancies.

11. For each geographic region proposed, describe how your proposed program will encourage the formation and maintenance of two-parent families.

12. **Organizational Chart** - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

- The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

13. Along with a detailed organizational chart, the vendor should describe the following:

- How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
- Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to the State of Missouri.

14. **Economic Impact to Missouri** - The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

Item Inserted by Addendum #1 and Revised by BAFO #001

<b>GEOGRAPHIC REGION</b>	<b>ESTIMATED ANNUAL NUMBER OF NON- RESIDENTIAL CLIENTS TO BE SERVED</b>	<b>ESTIMATED ANNUAL NUMBER OF RESIDENTIAL CARE CLIENTS TO BE SERVED</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		
<b>9</b>		

## IMPLEMENTATION OR READINESS PLAN

- **Completion Day** should be specified as a certain number of days from state agency authorization to proceed with services until completion of the specific task and should be expressed as calendar days, not specific dates.
- **Assigned Personnel** should be identified by name rather than project title unless such personnel are yet to be hired.
- **Workhours** should indicate that time each assigned person will spend on the specific task.

[illegible]

## CLIENT SCENARIO

\* \* \* \* \*

Jessica currently lives 15 miles from the contractor's service location, but does not have a vehicle. If she continues with her higher education plans at the local college, she

will be 30 miles away from the local college. She has contacted your organization and is unsure of her decision to parent or adopt.

Narrative:

Total price: \_\_\_\_\_ (provide a price analysis)

### **EXHIBIT I**

#### **PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

Place a check in the appropriate box below for the region proposed. There should only be **ONE** box checked. If proposing multiple geographic regions, copy and complete this Participation Commitment Exhibit for each proposed geographic region.

Geographic Region				
<input type="checkbox"/> Region 1	<input type="checkbox"/> Region 2	<input type="checkbox"/> Region 3	<input type="checkbox"/> Region 4	<input type="checkbox"/> Region 5
<input type="checkbox"/> Region 6	<input type="checkbox"/> Region 7	<input type="checkbox"/> Region 8	<input type="checkbox"/> Region 9	
<b>MBE Participation Commitment Table</b>				
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)				
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE  (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE  <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>		
1.	%	Product/Service(s) proposed: RFP Paragraph References:		
2.	%	Product/Service(s) proposed: RFP Paragraph References:		
3.	%	Product/Service(s) proposed: RFP Paragraph References:		
4.	%	Product/Service(s) proposed: RFP Paragraph References:		
<b>Total MBE Percentage:</b>	%			

#### **EXHIBIT I, continued**

<b>WBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE  (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE  <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
<b>Total WBE Percentage:</b>	%	
<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.		

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
	<i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

#### EXHIBIT I, continued

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE  (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
<b>Total SDVE Percentage:</b>	%	

#### EXHIBIT J

#### DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

Place a check in the appropriate box below for the region proposed. There should only be **ONE** box checked. If proposing multiple geographic regions, copy and complete this Documentation of Intent to Participate form for each proposed geographic region.

Geographic Region				
<input type="checkbox"/> Region 1	<input type="checkbox"/> Region 2	<input type="checkbox"/> Region 3	<input type="checkbox"/> Region 4	<input type="checkbox"/> Region 5
<input type="checkbox"/> Region 6	<input type="checkbox"/> Region 7	<input type="checkbox"/> Region 8	<input type="checkbox"/> Region 9	

~ Copy This Form For Each Organization Proposed ~

Vendor Name:	
--------------	--

#### **This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):				
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Organization for the Blind	<input type="checkbox"/> Sheltered Workshop	<input type="checkbox"/> SDVE
Name of Organization:				
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)				
Contact Name:		Email:		
Address (If SDVE, provide MO Address):		Phone #:		
City:		Fax #:		
State/Zip:		Certification #		
SDVE's Website		Certification Expiration Date:		
Address:		(or attach copy of certification)		
Service-Disabled Veteran's (SDV) Name:		SDV's Signature:		

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the participating organization*) have agreed to provide:


Authorized Signature:

Authorized Signature of Participating Organization	Date
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)	(Dated no earlier than the RFP issuance date)

**EXHIBIT J. continued****DOCUMENTATION OF INTENT TO PARTICIPATE****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to the Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Purchasing will remove the SDVE and associated SDV from the database.)

<b>FOR STATE USE ONLY</b>			
SDV Documents - Verification Completed By:			
	Buyer	Date	

**EXHIBIT K****BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,****AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:**

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [h](#)

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**

- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

#### **EXHIBIT K, continued**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

<b>BOX B – CURRENT BUSINESS ENTITY STATUS</b>	
I certify that _____ (Business Entity Name) <b>MEETS</b> the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.	
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	
As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:	
<p>- Enroll and participate in the E-Verify federal work authorization program (Website: <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a>; Phone: 888-464-4218; Email: <a href="mailto:e-verify@dhs.gov">e-verify@dhs.gov</a>) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;</p> <p style="text-align: center;">AND</p> <p>- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;</p> <p style="text-align: center;">AND</p> <p>- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.</p>	

#### **EXHIBIT K, continued**

#### **AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

<i>Authorized Representative's Signature</i>	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am

(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of

(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.

(NAME OF STATE) (DATE)

<i>Signature of Notary</i>	Date
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#### **EXHIBIT K, continued**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

<b>BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS</b>	
I certify that _____ (Business Entity Name) <b>MEETS</b> the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.	
<ul style="list-style-type: none"> <li>• The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division</li> <li>• A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).</li> </ul>	
Name of <b>Missouri State Agency or Public University*</b> to Which Previous E-Verify Documentation Submitted: _____	
(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)	
Date of Previous E-Verify Documentation Submission: _____	
Previous <b>Bid/Contract Number</b> for Which Previous E-Verify Documentation Submitted: _____ (if known)	
Authorized Business Entity Representative's Name (Please Print)	<i>Authorized Business Entity Representative's Signature</i>
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number
<b>FOR STATE OF MISSOURI USE ONLY</b>	
Documentation Verification Completed By:	
Buyer	Date

#### **EXHIBIT L**

**Certification Regarding****Debarment, Suspension, Ineligibility and Voluntary Exclusion****Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

**Instructions for Certification**

- By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT M**

**MISCELLANEOUS INFORMATION**

**Outside United States:**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: <a href="http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf">http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf</a> )	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. <input type="checkbox"/> Unique good or service.</p> <p>    • EXPLAIN: _____</p> <p>2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country.</p> <p>    • Identify foreign country: _____</p>				



3. \_\_\_\_ Economic cost factor exists

- EXPLAIN: \_\_\_\_\_

4. \_\_\_\_ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.

- Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: \_\_\_\_%
- Specify what contract work would be performed outside the United States: \_\_\_\_\_

**Employee/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, n

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

**EXHIBIT M, continued**

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

**STATE OF MISSOURI**

**DIVISION OF PURCHASING**

**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.

b. **Addendum** means a written, official modification to an RFP.

c. **Amendment** means a written, official modification to a contract.

d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.

h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.

j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.

k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

l. **May** means that a certain feature, component, or action is permissible, but not required.

m. **Must** means that a certain feature, component, or action is a mandatory condition.

n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.

o. **RSMo. (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.

p. **Shall** has the same meaning as the word **must**.

q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUIYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUIYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUIYS Statewide eProcurement System at <https://missouribuiys.mo.gov/>.

f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUIYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

### 4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUIYS Statewide eProcurement System at <https://missouribuiys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUIYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

### 6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUIYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

### 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. Purchasing reserves the right to reject any and all proposals.

g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.

h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.

k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

l. Purchasing posts all proposal results on the MissouriBUYs Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.

m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## 17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

## 18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.

b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## 23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-19-15

## Attachments

The attachments are separate links that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>.